

1 JEFFREY D. WOHL (Cal. State Bar No. 096838)  
2 PAUL A. HOLTON (Cal. State Bar No. 313047)  
3 PAUL HASTINGS LLP  
4 101 California Street, 48th Floor  
5 San Francisco, California 94111  
6 Telephone: (415) 856-7000  
Facsimile: (415) 856-7100  
jeffwohl@paulhastings.com  
paulholton@paulhastings.com

7 Attorneys for Defendants  
8 Sodexo, Inc., and SDH Education West, LLC  
9

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12

13 ESTEVAN RIVERA, individually and on  
14 behalf of a class of similarly situated  
individuals,

15 Plaintiff,

16 vs.  
17 SODEXO, INC., a Delaware Corporation;  
18 SDH EDUCATION WEST LLC, a  
19 Delaware LLC; and DOES 1 - 100,  
inclusive,

20 Defendants.  
21

No. \_\_\_\_\_

**DECLARATION OF MAHLET  
TESFATSION IN SUPPORT OF  
NOTICE OF REMOVAL OF CIVIL  
ACTION**

Los Angeles County Superior Court,  
No. 18STCV00292

22  
23  
24  
25  
26  
27  
28  
TESFATSION DECL. ISO REMOVAL  
U.S.D.C., C.D. Cal., No. \_\_\_\_\_

1 I, Mahlet Tesfatsion, declare:

2 1. I have been a Human Resources Business Partner for Sodexo, Inc.  
3 ("Sodexo"), one of the defendants in this action, since [August 2016]. In this position, I  
4 am knowledgeable of the business operations of Sodexo and its affiliates, including SDH  
5 Education West, LLC ("SDH"), and have access to their California employee data  
6 records, which they maintain in the normal course of their business and rely upon for a  
7 variety of business and human resource functions. I make this declaration in support of  
8 defendants' Notice of Removal of Civil Action. I have personal knowledge of the facts  
9 set forth in this declaration, or know them in my capacity as an employee for Sodexo,  
10 based on records that Sodexo and SDH keep in the regular course of their business, and  
11 could and would competently testify to them under oath if called as a witness.

12 2. Sodexo is now, and was as of October 4, 2014, a corporation incorporated  
13 under the laws of the State of Delaware with its principal place of business in the State of  
14 Maryland.

15 3. SDH is now, and was as of October 4, 2014, a limited liability company  
16 organized under the laws of the State of Delaware with its principal places of business in  
17 the State of Maryland. SDH is composed solely of Sodexo America, LLC, which is now,  
18 and was as of October 4, 2014, a limited liability company organized under the laws of  
19 the State of Delaware with its principal place of business in the State of Maryland.  
20 Sodexo America, LLC, in turn, is composed solely of Sodexo Management, Inc., which  
21 is now, and was as of October 4, 2014, a corporation organized under the laws of the  
22 State of New York with its principal place of business in the State of Maryland.

23 4. The majority of the core executive and major administrative functions of  
24 Sodexo's and SDH's constituent members, Sodexo America, LLC, and Sodexo  
25 Management, Inc., are carried out at Sodexo's headquarters located at  
26 9801 Washingtonian Boulevard, Gaithersburg, Maryland. Specifically, communications,  
27 public relations, marketing, strategy, diversity, human resources, legal, and supply  
28 management (procurement) are performed out of Sodexo's headquarters. Additionally,

1 Sodexo's corporate records are maintained at its headquarters. None of these functions is  
2 performed for Sodexo or its affiliates in California.

3       5. The corporate policies and operations of Sodexo and the aforementioned  
4 affiliated companies are formulated and carried out in Gaithersburg, and the initial and  
5 ultimate decisions concerning governance and oversight rests with the Board of Directors  
6 and high-level officers who work out of, and regularly meet in, Gaithersburg.

7       6. Certain additional Sodexo corporate functions are shared between Sodexo's  
8 headquarters and Sodexo's financial service center located in New York. Those shared  
9 functions are finance, accounting, and internal control. None of these Sodexo corporate  
10 functions is performed in California.

11       7. Sodexo and SDH maintain regional and local offices in California. These  
12 offices, however, do not perform any of the core executive and administrative functions  
13 or major administrative operations in California.

14       8. In connection with this lawsuit, Sodexo and SDH retrieved and I reviewed  
15 employee data records for non-exempt employees at issue in this action, including the  
16 records for plaintiff Estevan Rivera. These records are maintained by Sodexo and SDH  
17 in the ordinary course of business, and are deemed reliable by Sodexo and SDH in taking  
18 personnel and compensation actions based on the data. These records include each  
19 employee's hire and termination date (if any), work location, whether the employee was a  
20 full-time or part-time employee, and his or her final hourly wage rate.

21       9. Since October 4, 2014, Sodexo and SDH have employed at least 27,062 non-  
22 exempt employees in positions in the State of California.

23       10. From October 4, 2015, to November 2, 2018, 14,586 non-exempt employees  
24 in California have separated from employment with Sodexo.

25       11. Of these 14,586 separated employees, 6,908 were full-time employees who,  
26 on average, worked 7.86 hours per day at an hourly wage rate at the time of termination  
27 of \$13.97.

28       ///

1        12. Of these 14,586 separated employees, 7,678 were part-time employees who,  
2 on average, worked 6.28 hours per day at an hourly wage rate at the time of termination  
3 of \$12.24.

4       13. Using these figures, I calculated the amount of waiting-time penalties  
5 Sodexo could owe for separated full-time non-exempt employees to be \$22,755,822.40:  
6 \$13.97/hour (average hourly rate) x 7.86 hours (average hours daily) x 30 days x 6,908  
7 (number of separated full-time non-exempt employees).

8        14. Using these figures, I calculated the amount of waiting-time penalties  
9 Sodexo could owe for separated part-time non-exempt employees to be \$17,705,590.84:  
10 \$12.24/hour (average hourly rate) x 6.28 hours (average hours daily) x 30 days x 7,678  
11 (number of separated part-time non-exempt employees).

12        15. Based on the figures presented above, I calculated the total amount of  
13 waiting-time penalties Sodexo could owe to separated non-exempt employees to be  
14 \$40,461,413.24 (\$22,755,822.40 + 17,705,590.84).

15 I declare under penalty of perjury and the laws of the United States of America that  
16 the foregoing is true and correct.

17 Executed on November 30, 2018, at Oakland, California.

Mahlet Tesfatsion  
Mahlet Tesfatsion